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| EXAMINER | |
|---|---|
| LONG, FONYA M | |
| ART UNIT | PAPER NUMBER |
| 3689 | |

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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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| Office Action Summary | Application No. | Applicant(s) | |
|---|---|---|---|
| | 10/725,624 | HAO ET AL. | |
| | Examiner | Art Unit | |
| | FONYA LONG | 3689 | |

*-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --*

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

1)☒ Responsive to communication(s) filed on *28 April 2008*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

4)☒ Claim(s) *1-26* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-26* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

**Application Papers**

9)☒ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *02 December 2003* is/are: a)☒ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

## DETAILED ACTION

The following is a Final Office Action in response to communications received April 28, 2008. Claims 1, 7, 21, 23, and 25 have been amended. Therefore, Claims 1-26 are pending and addressed below.

### *Claim Rejections - 35 USC § 112*

1. The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

2. Claims 21 ands 25 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The claims recite “a computer-readable storage medium configure to” provide software. The claims do not explicitly state that the software is contained on the computer-readable storage medium. It is unclear what is being claimed due to the software being required to be embedded on a computer-readable storage medium in order to perform the steps claimed.

### *Claim Rejections - 35 USC § 103*

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

4. Claims 1-6, 7, 11, 21, 22, and 23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533).

**As per Claim 1 and 21**, Gorur et al. discloses a method of visualizing business agreement interactions ([0078] discloses a method of using an user interface to display contracts within an organization), the method comprising: displaying one or more parties of a first type as nodes in a first region of a view window (Fig. 3; [0078], discloses user A being displayed in the left region of the user interface (i.e. view window)); displaying one or more parties of a second type as nodes in a second region of the view window (Fig. 3; [0078], discloses user F being displayed in the right region of the user interface (i.e. view window)); displaying one or more parties of a third type as nodes in a third region of the view window, wherein the third region is at least substantially between the first and second regions (Fig. 3; [0078], discloses user B being displayed in the middle region of the user interface (i.e. view window) which is located between user A and user F); and displaying agreements between parties as lines corresponding nodes (Fig. 3 and [0082] discloses contract objects being displayed in a user interface as intersections (via lines) between the contract provider and contract customer. A user may obtain the contract details by selecting the contract object).

However, Gorur et al. fails to explicitly disclose the parties being of at least three different types.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of dividing the parties into at least three types (Col. 7, Lines 24-27, discloses the parties divided into four types (P1, P2, P3, P4)).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include the parties being of at least three different types as taught by Chang et al. in order to display agreements that involve more than two parties.

**As per Claim 2**, Gorur et al. discloses one or more parties of the first type are suppliers for the one or more parties of the third type (Abstract, discloses one of the parties being a provider that supplies a product or a service to a customer within a certain timeframe).

**As per Claim 3**, Gorur et al. discloses one or more parties of the second type are customers for the one or more parties of the third type (Abstract, discloses one of the parties being a customer).

**As per Claim 4**, the Gorur et al. and Chang et al. combination discloses the claimed invention as applied to Claim 1, above. However, the combination fails to explicitly disclose the first region being an arc of a circle and the second region being an opposing arc of the circle. It would have been an obvious matter of design choice to have the first region be represented as an arc of a circle and have the second regions be represented as an opposing arc of the circle, since applicant has not disclosed that having the region regions being represented in an arc form solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form.

**As per Claim 5**, the Gorur et al. and Chang et al. combination discloses the claimed invention as applied to Claim 4, above. However, the combination fails to explicitly disclose the third region being a circle diameter that separates the first and second regions. It would have been an obvious matter of design choice to have the third region be represented as a circle diameter, since applicant has not disclosed that having the third region being represented as a circle diameter solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the third region being represented in any other form.

**As per Claim 6**, the Gorur et al. and Chang et al. combination discloses the claimed invention as applied to Claim 1, above. However, the combination fails to explicitly disclose the third region being a line separating the first and second regions. It would have been an obvious matter of design choice to have the third region being represented as a line, since applicant has not disclosed that having the third region being represented as a line solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the third region being represented in any other form.

**As per Claims 7 and 23**, Gorur et al. discloses the claimed invention as applied to Claim 1, above. However, Gorur et al. fails to explicitly disclose the lines indicating whether a violation has occurred.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of indicating whether a violation of a corresponding one of

the agreements has occurred (Col.4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include indicating whether a violation has occurred as taught by Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

**As per Claim 11**, Gorur et al. discloses highlighting associated items in the view window as a user selects items ([0079] discloses providing the contracts associated with the user by selecting a user icon having a "+" symbol). However, Gorur et al. fails to explicitly disclose displaying a hierarchical tree of business agreement information.

Chang et al. discloses displaying a hierarchical tree of business agreement information (Col. 3, Lines 45-50, discloses displaying a hierarchical relationship among business commitments involving service level agreements).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include displaying a hierarchical tree of business agreement as taught by Chang et al. in order to display the parent agreements and the child agreements that are in relation to the parent agreement.

**As per Claim 22**, Gorur et al. discloses one or more parties of the first type are suppliers for the one or more parties of the third type (Abstract, discloses one of the parties being a provider that supplies a product or a service to a customer within a certain timeframe), and wherein the one or more parties of the second type are customers for the one or more parties of the third type (Abstract, discloses one of the parties being a customer).

5. Claims 8 and 9 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533), as applied to Claim 7 above, and in further view of Israel et al. (US 2004/0210540).

**As per Claim 8**, the Gorur et al. and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic is color.

Israel et al. discloses a method for providing complete non-judicial dispute resolution management and operation with the concept of at least one characteristic is color ([0198] discloses color being a characteristic to provide the status of a dispute between parties).

Therefore, from the teaching of Israel et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Chang et al. combination to include at least one characteristic being color as taught by Israel et al. in order to display the status of the agreements between the parties.

**As per Claim 9**, the Gorur et al. and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic is animation.

Israel et al. discloses a method for providing complete non-judicial dispute resolution management and operation with the concept of at least one characteristic is color ([0198] discloses color being a characteristic to provide the status of a dispute between parties), but fails to disclose the characteristic being animation. It would have been an obvious matter of design choice to have the characteristic as an animation, since applicant has not disclosed that having the characteristic be animation solves any stated problem or is for any particular purpose and it appears that the invention would perform equally with the characteristic being of some other form.

Therefore, from the teaching of Israel et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Chang et al., and Israel et al. combination to include at least one characteristic being animation since such would equally display the status of the agreements between the parties.

6. Claim 10 is rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533), as applied to Claim 7 above, and in further view of Chen et al. (US 2005/0066026).

The Gorur et al. and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic being indicative of a violation severity.

Chen et al. discloses a method for displaying real-time service level breach with the concept of at least one characteristic is further indicative of a violation severity (Fig. 6A and 6B, and [0041] discloses an indicator of the severity of a service level agreement breach. The indicator uses colors to represent the severity of the breach.).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Chang et al. combination to include at least one characteristic being indicative of a violation severity as taught by Chen et al. in order to aide in determining the urgency of a violation of an agreement.

7. Claims 12 and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Chang et al. (7,313,533) as applied to Claim 1 and 21 above, and in further view of Abrari et al. (7,020,869) and Chen et al. (US 2005/0066026).

Gorur et al. discloses the claimed invention. However, Gorur et al. fails to explicitly disclose displaying agreement conditions between a first party and one or more of the first and second type as one or more noncrossing groups of parallel lines in a region of a view window and the lines indicating whether a violation of a represented agreement condition has occurred as a function of time.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of indicating whether a violation has occurred (Col.4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include indication whether a violation has occurred as taught by Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

Abrari et al. discloses a method for defining business rules with the concept of displaying agreement conditions (Abstract, discloses displaying a list of conditions, wherein the conditions are explicitly linked together), but fails to disclose the conditions being displayed as one or more noncrossing groups of parallel lines in different regions of a view window. It would have been an obvious matter of design choice to display the conditions as one or more noncrossing groups of parallel lines in different regions of a view window, since applicant has not disclosed that displaying the conditions as one or more noncrossing groups of parallel lines in different regions of a view window solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the conditions being displayed in a different matter or form.

Therefore, from the teaching of Abrari et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Chang et al. combination to include displaying agreement conditions as taught by Abrari et al. in order to display the relationship between the agreement conditions and the parties of the agreement.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying violations as a function of time ([0041] discloses displaying the time at which a service level agreement is breached).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Chang et al., and Abrari et al. combination to include displaying violations as a function of time as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

8. Claims 13, 14,19, 25 and 26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and further in view of Chang et al. (7,313,533).

**As per Claims 13 and 25**, Gorur et al. discloses a method of visualizing business agreement interactions ([0078] discloses a method of using a user interface to display contracts within an organization). However, Gorur et al. fails to explicitly disclose displaying agreement conditions between a first party and one or more of the first and second type as one or more noncrossing groups of parallel lines in a region of a view window and the lines indicating whether a violation of a represented agreement condition has occurred as a function of time.

Abrari et al. discloses a method for defining business rules with the concept of displaying agreement conditions (Abstract, discloses displaying a list of conditions, wherein the conditions are explicitly linked together). However, Abrari et al. fails to explicitly disclose the conditions being displayed as one or more noncrossing groups of

parallel lines in different regions of a view window. It would have been an obvious matter of design choice to display the conditions as one or more noncrossing groups of parallel lines in different regions of a view window, since applicant has not disclosed that displaying the conditions as one or more noncrossing groups of parallel lines in different regions of a view window solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the conditions being displayed in a different matter or form.

Therefore, from the teaching of Abrari et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the method of using a user interface to display contracts within an organization of Gorur et al. to include displaying agreement conditions as taught by Abrari et al. in order to display the relationship between the agreement conditions and the parties of the agreement.

Chang et al. discloses a method for monitoring and controlling service level agreements with the concept of displaying one or more parties of a first type and one or more parties of a second type (Col. 7, Lines 24-27, discloses the parties divided into four types (P1, P2, P3, P4); and indicating whether a violation has occurred (Col.4, Lines 27-30, discloses providing notification of a violation of an agreement to an entity associated with the business commitment).

Therefore, from the teaching of Chang et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al. and Abrari et al. combination to include indication whether a violation has occurred as

taught by Chang et al. in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

**As per Claims 14 and 26**, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention as applied to Claim 13 and 25, above. However, the combination fails to explicitly disclose a party being represented by a line separating the first region from the second region. It would have been an obvious matter of design choice to have a party be represented as a line that separates the first region form the second region, since applicant has not discloses that having a party being represented as a line that separates the first region from the second region solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the party being represented in some other form and placed in some other position.

**As per Claim 19**, Gorur et al. discloses one or more parties of the first type are suppliers of the first party (Abstract, discloses one of the parties being a provider that supplies a product or a service to a customer within a certain timeframe), and wherein parties of the second type are customers of the second party (Abstract, discloses one of the parties being a customer).

9. Claim 15 is rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and Chang et al. (7,313,533), as applied to Claim 13 above, and in further view of Israel et al. (US 2004/0210540).

The Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose at least one characteristic being color.

Israel et al. discloses a method for providing complete non-judicial dispute resolution management and operation with the concept of at least one characteristic is color ([0198] discloses color being a characteristic to provide the status of a dispute between parties).

Therefore, from the teaching of Israel et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include at least one characteristic being color as taught by Israel et al. in order to display the status of the agreements between the parties.

10. Claim 16 is rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and Chang et al. (7,313,533), as applied to Claim 13 above, and in further view of Chen et al. (US 2005/0066026).

The Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose using animation to show a violation occurrence sequence over time.

It would have been an obvious matter of design choice to have the characteristic as an animation, since applicant has not disclosed that having the characteristic be animation solves any stated problem or is for any particular purpose and it appears that the invention would perform equally with the characteristic being of some other form.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying violations occurrence sequence over time ([0041] discloses displaying the time at which a service level agreement is breached).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include displaying violations occurrence sequence over time as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

11. Claims 17, 18, and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Gorur et al. (US 2003/0065546) in view of Abrari et al. (7,020,869), and Chang et al. (7,313,533), as applied to Claim 13 above, and in further view of Chen et al. (US 2005/0066026).

**As per Claim 17**, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose indication the violation severity.

Chen et al. discloses a method for displaying real-time service level breach with the concept of at least one characteristic is further indicative of a violation severity (Fig. 6A and 6B, and [0041] discloses an indicator of the severity of a service level agreement breach. The indicator uses colors to represent the severity of the breach.).

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include at least one characteristic being

indicative of a violation severity as taught by Chen et al. in order to aide in determining the urgency of a violation of an agreement.

**As per Claim 18**, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose changing the view window as a function of time to display time sequence of violations.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying violations occurrence sequence over time ([0041] discloses displaying the time at which a service level agreement is breached). However, Chen et al. fails to explicitly disclose changing the view window as a function time. It would have been an obvious matter of design choice to change the view window in order to indicate a time sequence of violations, since applicant has not disclosed that changing the view window solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the time sequence of violations being indicated in some other form or manner.

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include displaying violations occurrence sequence over time as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

**As per Claim 20**, the Gorur et al., Abrari et al., and Chang et al. combination discloses the claimed invention. However, the combination fails to explicitly disclose the

agreement conditions being shown as a time series to indicate an order in which violations occur.

Chen et al. discloses a method for displaying real-time service level breach with the concept of displaying the time at which violations occur ([0041] discloses displaying the time at which a service level agreement is breached). However, Chen et al. fails to explicitly disclose the time of the agreement condition violations being displayed as a time series. It would have been an obvious matter of design choice to have the violations be displayed as a time series, since applicant has not disclosed that having the violations displayed as a time series solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the violations being displayed in a different manner.

Therefore, from the teaching of Chen et al., it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the Gorur et al., Abrari et al., and Chang et al. combination to include displaying agreement conditions violations as a time series to indicate an order in which violations occur as taught by Chen et al. in order to notify a user as to when a violation of an agreement has occurred.

### ***Response to Arguments***

12. Applicant's arguments filed April 28, 2008 have been fully considered but they are not persuasive.

As per Claim 1, Applicant argues Gorur and Chang fail to disclose the parties of different types being displayed as nodes in different regions of a view window. Gorur discloses parties being displayed in different regions of a view window wherein user A is display in the left region, user F is displayed in the right region, and user B is displayed in the middle region of the view window.

Applicant also argues that the combination of Gorur and Chang in order to provide different parties of at least three types is impermissible hindsight. In response to applicant's argument that the examiner's conclusion of obviousness is based upon improper hindsight reasoning, it must be recognized that any judgment on obviousness is in a sense necessarily a reconstruction based upon hindsight reasoning. But so long as it takes into account only knowledge which was within the level of ordinary skill at the time the claimed invention was made, and does not include knowledge gleaned only from the applicant's disclosure, such a reconstruction is proper. See *In re McLaughlin*, 443 F.2d 1392, 170 USPQ 209 (CCPA 1971).

As per Claim 7, Applicant argues that the Gorur and Chang combination fails to disclose lines being displayed with at least one characteristic indicative of whether a violation of a corresponding agreement has occurred. Gorur discloses lines depicting an agreement between parties (Fig. 3). Chang which provides a method of displaying real-time service level breach (Abstract) discloses indicating whether a violation of a corresponding agreement has occurred via providing notification of a violation of an agreement to an entity associated with the business commitment (Col. 4, Lines 27-30). Examiner asserts it would have been obvious to modify the displaying of agreements

between at least three types of parties wherein lines represent the agreement between the parties of Gorur to include providing a visual depiction of a violation of a corresponding one of the agreements has occurred as taught by Chang.

As per Claim 13 and 25, In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, it would have been obvious to combine Gorur which discloses displaying agreements between parties wherein lines represent an agreement (Fig. 3; [0078]) to include indicating the occurrence of an agreement condition (Abstract) in order to provide a visual display of the agreements that are in violation in relation to the parties that are affected by the agreement being violated.

***Conclusion***

13. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

14. Any inquiry concerning this communication or earlier communications from the examiner should be directed to FONYA LONG whose telephone number is (571)270-5096. The examiner can normally be reached on Mon-Thur 7:30am-6:00pm EST.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Janice Mooneyham can be reached on (571) 272-6805. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

FML

/Dennis Ruhl/

Primary Examiner, Art Unit 3689